

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

---

ACE AMERICAN INSURANCE CO.,  
CHUBB INSURANCE JAPAN,  
*Plaintiffs,*

v.

SIRAH LASER-UND PLASMATECHNIK  
GmbH, INC.,

*Defendant.*

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:  
: CASE NO. 2:23-CV-03210-MRA (ASx)  
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**PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and

1 other valuable research, development, commercial, financial, technical and/or  
2 proprietary information for which special protection from public disclosure and from  
3 use for any purpose other than prosecution of this action is warranted. Such  
4 confidential and proprietary materials and information consist of, among other  
5 things, the assembly, development, and pricing of commercial and industrial lasers, the  
6 manufacturing and testing processes of laser products at issue, relevant sales  
7 information, confidential business or financial information, information regarding  
8 confidential business practices, or other confidential research, development, or  
9 commercial information, information regarding prior settlements of litigation, and  
10 information otherwise generally unavailable to the public, or which may be privileged  
11 or otherwise protected from disclosure under state or federal statutes, court rules, case  
12 decisions, or common law.

13           Accordingly, to protect manufacturing trade secrets of laser development,  
14 to protect competitively sensitive information regarding the development and internal  
15 product testing of commercially sold laser products, to expedite the flow of information,  
16 to facilitate the prompt resolution of disputes over confidentiality of discovery  
17 materials, to adequately protect information the parties are entitled to keep confidential,  
18 to ensure that the parties are permitted reasonable necessary uses of such material in  
19 preparation for and in the conduct of trial, to address their handling at the end of the  
20 litigation, and serve the ends of justice, a protective order for such information is  
21 justified in this matter. It is the intent of the parties that information will not be  
22 designated as confidential for tactical reasons and that nothing be so designated without  
23 a good faith belief that it has been maintained in a confidential, non-public manner, and  
24 there is good cause why it should not be part of the public record of this case.

25           2.           DEFINITIONS

26           2.1 Action:   *Chubb Insurance Japan, et al. v. Sirah Laser-und*  
27 *Plasmatechnik GmbH, Inc.*, Case No. 2:23-cv-03210-MRA-AS  
28

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation  
2 of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
4 how it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
6 Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”  
12

13           2.6 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this matter.

17           2.7 Expert: a person with specialized knowledge or experience in a  
18 matter pertinent to the litigation who has been retained by a Party or its counsel to serve  
19 as an expert witness or as a consultant in this Action.

20           2.8 House Counsel: attorneys who are employees of a party to this  
21 Action. House Counsel does not include Outside Counsel of Record or any other  
22 outside counsel.  
23

24           2.9 Non-Party: any natural person, partnership, corporation, association,  
25 or other legal entity not named as a Party to this action.

26           2.10 Outside Counsel of Record: attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action and have  
28 appeared in this Action on behalf of that party or are affiliated with a law firm which

1 has appeared on behalf of that party, and includes support staff.

2           2.11 Party: any party to this Action, including all of its officers, directors,  
3 employees, consultants, retained experts, and Outside Counsel of Record (and their  
4 support staffs).

5           2.12 Producing Party: a Party or Non-Party that produces Disclosure  
6 or Discovery Material in this Action.

7           2.13 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
10 their employees and subcontractors.

11           2.14 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL.”

13           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
14 Material from a Producing Party.

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17       3.       SCOPE

18           The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or extracted  
20 from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material.

23       4.       DURATION

24           Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
26 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
27 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
28

1 and (2) final judgment herein after the completion and exhaustion of all appeals,  
2 rehearings, remands, trials, or reviews of this Action, including the time limits for filing  
3 any motions or applications for extension of time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for  
6 Protection. Each Party or Non-Party that designates information or items for protection  
7 under this Order must take care to limit any such designation to specific material  
8 that qualifies under the appropriate standards. The Designating Party must designate for  
9 protection only those parts of material, documents, items, or oral or written  
10 communications that qualify so that other portions of the material, documents, items, or  
11 communications for which protection is not warranted are not swept unjustifiably within  
12 the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited.  
14 Designations that are shown to be clearly unjustified or that have been made for an  
15 improper purpose (e.g., to unnecessarily encumber the case development process or to  
16 impose unnecessary expenses and burdens on other parties) may expose the  
17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that  
19 it designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
21

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
24 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
25 Order must be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic  
28 documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
3 that contains protected material. If only a portion or portions of the  
4 material on a page qualifies for protection, the Producing Party also must  
5 clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins).

7 A Party or Non-Party that makes original documents available for  
8 inspection need not designate them for protection until after the inspecting Party has  
9 indicated which documents it would like copied and produced. During the inspection  
10 and before the designation, all of the material made available for inspection shall be  
11 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents  
12 it wants copied and produced, the Producing Party must determine which documents, or  
13 portions thereof, qualify for protection under this Order. Then, before producing the  
14 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to  
15 each page that contains Protected Material. If only a portion or portions of the material  
16 on a page qualifies for protection, the Producing Party also must clearly identify the  
17 protected portion(s) (e.g., by making appropriate markings in the margins).

18 (b) for testimony given in depositions that the Designating Party identify  
19 the Disclosure or Discovery Material on the record, before the close of the deposition  
20 all protected testimony.

21 (c) for information produced in some form other than documentary and  
22 for any other tangible items, that the Producing Party affix in a prominent place on the  
23 exterior of the container or containers in which the information is stored the legend  
24 "CONFIDENTIAL." If only a portion or portions of the information warrants  
25 protection, the Producing Party, to the extent practicable, shall identify the protected  
26 portion(s).

27  
28 5.3 Inadvertent Failures to Designate If timely corrected, an inadvertent

1 failure to designate qualified information or items does not, standing alone, waive the  
2 Designating Party's right to secure protection under this Order for such material.  
3 Upon timely correction of a designation, the Receiving Party must make reasonable  
4 efforts to assure that the material is treated in accordance with the provisions of this  
5 Order.

## 6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's Scheduling  
9 Order.

10           6.2 Meet and Confer. The Challenging Party shall initiate the informal  
11 dispute resolution process set forth in the Court's Procedures and Schedules, see  
12 <http://www.cacd.uscourts.gov/honorable-alka-sagar>.  
13

14           6.3 The burden of persuasion in any such challenge proceeding shall be  
15 on the Designating Party. Frivolous challenges, and those made for an improper  
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
17 parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived or withdrawn the confidentiality designation, all parties shall continue  
19 to afford the material in question the level of protection to which it is entitled under  
20 the Producing Party's designation until the Court rules on the challenge.

## 21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22           7.1 Basic Principles. A Receiving Party may use Protected Material  
23 that is disclosed or produced by another Party or by a Non-Party in connection with  
24 this Action only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under the  
26 conditions described in this Order. When the Action has been terminated, a Receiving  
27 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).  
28

1 Protected Material must be stored and maintained by a Receiving Party  
2 at a location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
7 only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;  
13

14 (c) Experts (as defined in this Order) of the Receiving Party to whom  
15 disclosure is reasonably necessary for this Action and who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19  
20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or  
24 a custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in  
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
28 not be permitted to keep any confidential information unless they sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
2 by the Designating Party or ordered by the court. Pages of transcribed deposition  
3 testimony or exhibits to depositions that reveal Protected Material may be separately  
4 bound by the court reporter and may not be disclosed to anyone except as permitted  
5 under this Stipulated Protective Order; and

6 i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other  
11 litigation that compels disclosure of any information or items designated in this  
12 Action as “CONFIDENTIAL,” that Party must:  
13

14 (a) promptly notify in writing the Designating Party. Such notification  
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order  
17 to issue in the other litigation that some or all of the material covered by the subpoena  
18 or order is subject to this Protective Order. Such notification shall include a copy of  
19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected. If the  
22 Designating Party timely seeks a protective order, the Party served with the  
23 subpoena or court order shall not produce any information designated in this action as  
24 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
25 order issued, unless the Party has obtained the Designating Party’s permission. The  
26 Designating Party shall bear the burden and expense of seeking protection in that  
27 court of its confidential material and nothing in these provisions should be  
28

1 construed as authorizing or encouraging a Receiving Party in this Action to disobey a  
2 lawful directive from another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN  
4 THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a  
6 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
7 produced by Non-Parties in connection with this litigation is protected by the remedies  
8 and relief provided by this Order. Nothing in these provisions should be construed as  
9 prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request,  
11 to produce a Non-Party's confidential information in its possession, and the Party is  
12 subject to an agreement with the Non-Party not to produce the Non-Party's  
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-  
15 Party that some or all of the information requested is subject to a confidentiality  
16 agreement with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated  
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the  
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within  
23 14 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party's confidential information responsive to the discovery  
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
26 produce any information in its possession or control that is subject to the  
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1 confidentiality agreement with the Non-Party before a determination by the court.  
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
3 seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has  
6 disclosed Protected Material to any person or in any circumstance not authorized under  
7 this Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to  
9 retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgment and Agreement  
12 to Be Bound” that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other protection, the  
17 obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
19 may be established in an e-discovery order that provides for production without prior  
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
21 parties reach an agreement on the effect of disclosure of a communication or  
22 information covered by the attorney-client privilege or work product protection, the  
23 parties may incorporate their agreement in the stipulated protective order submitted to  
24 the court.

25 **12. MISCELLANEOUS**

26  
27 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
28 any person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of  
2 this Protective Order no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in this  
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
5 ground to use in evidence of any of the material covered by this Protective Order.

6           12.3 Filing Protected Material. A Party that seeks to file under seal  
7 any Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
8 only be filed under seal pursuant to a court order authorizing the sealing of the  
9 specific Protected Material at issue. If a Party's request to file Protected Material under  
10 seal is denied by the court, then the Receiving Party may file the information in the  
11 public record unless otherwise instructed by the court.

### 12       13. FINAL DISPOSITION

13           After the final disposition of this Action, as defined in paragraph 4, within  
14 60 days of a written request by the Designating Party, each Receiving Party must return  
15 all Protected Material to the Producing Party or destroy such material. As used in this  
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
17 summaries, and any other format reproducing or capturing any of the Protected  
18 Material. Whether the Protected Material is returned or destroyed, the Receiving  
19 Party must submit a written certification to the Producing Party (and, if not the same  
20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
21 category, where appropriate) all the Protected Material that was returned or destroyed  
22 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
23 compilations, summaries or any other format reproducing or capturing any of the  
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
25 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
27 attorney work product, and consultant and expert work product, even if such materials  
28

1 contain Protected Material. Any such archival copies that contain or constitute Protected  
2 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).  
3 14. Any violation of this Order may be punished by any and all appropriate measures  
4 including, without limitation, contempt proceedings and/or monetary sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
6

7 Date: March 19, 2024

8 CLINTON & CLINTON

9 /s/ John F. McDevitt, Jr.  
10 John F. McDevitt, Jr., Esq.

11 *Attorney for Plaintiffs,*

12 *ACE AMERICAN INSURANCE COMPANY*  
13 *CHUBB INSURANCE JAPAN*

14 WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP  
15

16 /s/ Matthew F. Vaccaro  
17 Matthew F. Vaccaro, Esq.

18 *Attorney for Defendant,*

19 *SIRAH LASER-UND PLASMATECHNIK GMBH*  
20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
22

23 DATED: March 19, 2024

24  
25 / s / Sagar

26 Honorable Alka Sagar  
27 United States Magistrate Judge  
28

EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [*print or type full name*], of  
 \_\_\_\_\_ [*print or type full address*], declare under penalty of perjury that  
 I have read in its entirety and understand the Stipulated Protective Order that was issued  
 by the United States District Court for the Central District of California on [date] in  
 the case of *Chubb Insurance Japan, et al. v. Sirah Laser-und Plasmatechnik*  
*GmbH, Inc.*, Case No. 2:23-cv-03210-MRA(ASx). I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in  
 any manner any information or item that is subject to this Stipulated Protective Order  
 to any person or entity except in strict compliance with the provisions of this Order. I  
 further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_  
 \_\_\_\_\_ [*print or type full name*] of  
 \_\_\_\_\_ [*print or type full address*  
*and telephone number*] as my California agent for service of process in connection  
 with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_